



MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY

OFFICE OF THE GOVERNOR

MARK HENRY

EXECUTIVE DIRECTOR

REQUEST FOR PROPOSALS

No. 14-01

For the selection of a service provider for

Temporary Staffing Services

Proposals are due:

BY: 2:00 P.M., CDST
ON: OCTOBER 29, 2014
TO: Danny Lynch, Chief
Procurement
AT: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213

Please address questions:

TO: Danny Lynch, Chief
Procurement
AT: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213
EMAIL: bids@mdes.ms.gov

Equal Opportunity Employer/Program
Auxiliary aids and services available upon request
to individuals with disabilities: TDD/TTY 601-321-6056

Temporary Staffing Services
REQUEST FOR PROPOSALS
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Temporary Staffing Services Request for Proposals

XII. Services & Prices

The Mississippi Department of Employment Security (MDES, “Agency” or “State”) located in Jackson, MS, is seeking sealed proposals to establish a contract for “Temporary Staffing Services” at the Agency’s facilities.

The contract to be awarded will be a fixed price agreement and will require services to be performed by one selected contractor. The contractor will designate one person who will be responsible for all activities required to fulfill the specifications of said contract. This individual shall be vested with the authority to make decisions and commitments on behalf of the contractor during performance of the contract.

XIII. Statement of Work

MDES is requesting sealed proposals to establish a contract with a provider of temporary workers to supplement MDES staff during times of increased workloads. The Agency utilizes individuals with varying skills, responsibilities, length of work assignments and rates of pay. The assignments primarily involve filing and general office duties, administrative assistant/secretarial duties, employment interviewers, computer operations, data entry, basic accounting and some industrial. Some positions will require at least an associate degree or equivalent. Additionally, the Agency may require some positions to travel. It is anticipated that these will continue to be the primary categories required. However, duties may not necessarily be limited to the categories noted. It is further anticipated that the number of individuals needed at any given time could fluctuate. Certain positions will have access to confidential and private information and MDES will require the selected contractor to perform background checks on any individual placed in these positions.

XIV. Duration

The term of the Temporary Services Contract shall be from January 1, 2015, through December 31, 2018, with an option to renew for one (1) additional twelve (12) month period provided, however, that any contract extension shall be under the same prices, terms, and conditions as in the original contract, and shall be agreed to, in writing, by the State and the Independent Contractor. The period of performance under the initial contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by MDES.

XV. Relationship of Parties

It is expressly understood and agreed that MDES enters into a contract with a Temporary Staffing Service based on the purchase of professional services and not based on an employer-employee relationship. For all purposes under the Contract:

A. The Temporary Staffing Service represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under the Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of MDES.

B. Any person employed by the Temporary Staffing Service to perform the services hereunder shall be the employee of the Temporary Staffing Service, who shall have the sole right to hire and discharge its employee. MDES may, however, direct the Temporary Staffing Service to replace any of its employees under the Contract.

C. The Temporary Staffing Service shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation, and any other withholdings that may be required.

XVI. Contract Administration

The contract awarded subsequent to this solicitation shall be administered by MDES. The selected contractor will be reimbursed for allowable costs that have been identified and approved in a contract that the selected contractor and MDES have negotiated and executed. Contractors will be required to maintain documentation necessary to support each cost. All invoices submitted by the Contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Chief Fiscal Officer
Mississippi Department of Employment Security
P.O. Box 1699
Jackson, MS 39215-1699

MDES agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that MDES is exempt from the payment of taxes. All payments shall be in United States currency.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Acceptance by Contractor of the payment from MDES shall operate as a release of all claims against the State by the Contractor.

XVII. Responsibilities and Duties

A CONTRACTOR DUTIES

The specific responsibilities of the prospective contractor will be as follows:

- (1) Provide qualified and competent staffing within twenty-four (24) hours of the Agency's order.
- (2) Provide qualified and competent replacement staffing within twenty-four (24) hours of an Agency order.
- (3) Verify employment records of all employees with results provided to the Agency on a per request basis.
- (4) Perform background checks when required for certain positions.
- (5) Administration of appropriate skills test with results provided to the Agency on a per request basis.
- (6) Maintain accurate quality control records including the disposition of all complaints and allow inspection of said records when requested by the Agency.
- (7) Allow movement of an individual from a contractual status to an Agency position after 480 hours of employment with the Temporary Services Provider with no fee to the Agency or individual.
- (8) Provide weekly itemized invoices.
- (9) Handle disciplinary matters promptly.
- (10) Allow employees to travel within the state of Mississippi on behalf of the agency when required.
- (11) If possible and eligible for hire, retain employees hired by previous contractor until work assignments are completed.

B MDES DUTIES

The specific responsibilities of MDES will be as follows:

- (1) Provide specific information about required education, skills and hourly rate of pay, if travel is required, and if a background check is to be performed.
- (2) Provide information on the projected length of the work assignment.
- (3) Provide daily supervision of Independent Contractor's employee.
- (4) Provide a copy of all policies and procedures by which the employee is to abide.
- (5) Provide timely payment for services in accordance with Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the Agency within forty-five (45) days of receipt of invoice.

XVIII. Compensation for Services

Compensation for services will be in the form of a fixed price agreement based on a percentage mark-up over hourly rates established by MDES. Services are to be provided on an as needed basis.

If any contract ensues from this RFP and subsequent procurement process, it is understood and agreed between the contracting parties that the Agency shall be bound only to the extent of the funds available or which may become available for the purpose of this solicitation.

XIX. Qualified Bidders

Proposing organizations must:

- Be licensed to do business in Mississippi
- Have three or more years of successful experience in providing temporary service employees
- Have experience in delivering these services to a large organization similar in size to the MDES
- Have a track record of meeting performance expectations

XX. Proposal and Award Rules

A. Proposal Format

All proposers must use the attached fill-in-the-blanks Proposal Package (*Attachment A*). Proposals should be (1) typed and non-reduced, (2) on only one side of each page, and (3) numbered in sequence.

Unless submitted via the Mississippi Accountability System for Government Information and Collaboration (MAGIC), the proposal submission must consist of one original and four copies. The original must be signed by a person authorized to sign for the proposer's organization. Omissions, inaccurate submissions, or out-of-order responses may cause Proposer's score to be reduced substantially, and may lead to proposal rejection.

B. Acceptance of Proposal Content

MDES reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is one that does not affect the cost stated in the proposal, give one party an advantage or benefit not enjoyed by all parties, or adversely impact the interest of MDES. Waivers, when granted, shall in no way modify the RFP requirements or excuse a party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract. The contents of the proposal of a successful proposer may become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations may result in cancellation of the award. Precedence of contractual documents will be Contract, RFP, and Proposal (as accepted).

C. Due Date

Proposals must be received by 2:00 p.m. CDST, Wednesday, October 29, 2014.

Proposals sent through the mail must be addressed to:

Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213

Attention: Procurement
(601)-321-6134

Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time. Proposals will also be accepted through the MAGIC system.

D. Rejections of Proposals

MDES reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of MDES. This RFP is issued for information or planning purposes only. MDES does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

E. Changes

All awards will be based upon fund availability. MDES reserves the right to terminate or modify any part of this procurement process at any time and for any reason; to award one contract or multiple contracts; to negotiate changes; to make no awards; and to issue new and/or revised policies and clarifications at any time. If it becomes necessary to revise any part of this RFP, addenda will be provided to all entities who received the original RFP.

F. Proposal Authorship and Ownership

Use of professional writers is discouraged since the quality of the proposal is one method for evaluating the skills of the staff and the ability of the organization to operate the proposed program. All proposal writers who do not work for the proposing organization on an ongoing basis must be identified and cannot be paid proposal writing fees from current or future MDES awards.

All proposals become MDES property. Proposals will be made available for inspection only after award of contract. For this reason, proprietary material should be

clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDES policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 26-61-1 et seq., of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.

G. Conflict of Interest

All proposals must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer, or agent of MDES may have in the proposing organization, and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the proposing organization.

H. On-Site Reviews and References

MDES reserves the right to request information relative to references and to make on-site visits to Proposer's place of business for examination of program capabilities. This examination may include inspection of facilities, review of the accounting system, and interviews with staff and trainees. On-site visits may be used in funding decisions.

I. Equal Opportunity and Fair Treatment Assurance

Contracts, grants, loans, purchases, and all other financial transactions are administered by MDES equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, Proposer understands that MDES is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws.

All such discrimination is unlawful, and Proposer agrees during the term of the agreement that Proposer will strictly adhere to this policy in its employment practices and provision of services. Proposer shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

J. Common Rule

In accordance with Section .36 (e); A.110.44 (b) of the Common Rule, MDES encourages, whenever possible, the utilization of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms.

K. Fiscal Administration

Each service provider must establish and maintain accounting and reporting systems that meet MDES and Federal requirements.

L. Audit Bonding and Insurance

Each public or non-profit organization that expends a total of five hundred thousand dollars (\$500,000.00) or more in Federal funds from all funding sources must conduct a single audit in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations. Any audit shall comply with applicable Federal and MDES rules, regulations, policies and procedures.

Each private-for-profit organization that expends five hundred thousand dollars (\$500,000.00) or more in Workforce Investment Act (WIA) funding within its fiscal year must conduct an organization-wide financial and compliance audit performed on that fiscal year, in accordance with generally accepted government auditing standards (GAGAS), or a program-specific audit performed in accordance with generally accepted government auditing standards (GAGAS).

Organizations that are not currently funded by MDES **must** submit a copy of their most recent audit.

Prior to initial disbursement of funds, MDES shall receive a statement from the contractor's insurer certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Such insurance shall at a minimum, include the following types of insurance and coverage limits:

1. Comprehensive General Liability - \$1 million each occurrence, with MDES added as an additional insured
2. Workers Compensation
3. Employee Dishonesty Bond Insurance with third party liability coverage and with limits of \$100,000.00

Proposer understands that should the minimum amounts listed above prove to be inadequate at any point during the contract period, proposer will be required to obtain adequate insurance.

M. Pricing

The charges in the proposal must not exceed those charged by Proposer to any other individual or organization for the same or similar services.

Proposer must guarantee that prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This neither precludes nor impedes the formation of a consortium of companies and/or agencies.

The proposer further certifies that all costs and prices are good faith best estimates as of the time the proposal is submitted.

N. Response to Inquiries

Individuals may submit questions regarding this proposal via email to bids@mdes.ms.gov until 5:00 p.m. CDST, October 20, 2014. Responses to inquiries will be posted at <http://mdes.ms.gov/information-center/about-mdes/mdes-laws-regulations/rfp-bid-notices/> by 5:00 p.m. CDST, October 22, 2014. Questions submitted after this date and time will not be considered. Only questions and answers transmitted in this manner will be considered official and valid by MDES. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any State or Agency employee or contractor.

XXI. PROPOSAL SCORING AND SELECTION

A. Responsive to the RFP

This is a pass/fail criterion applied to all proposals. If the proposal is incomplete, contains inaccurate information, or fails to contain the program design required by the RFP, it may be deemed unresponsive and may not be considered for funding.

B. Pre-Award Survey

This is a discretionary criterion that may be applied. It is based upon a site review to determine whether a new proposer's facilities, equipment, staffing levels, administrative systems, and staff qualifications are adequate.

C. Proposal Rating Criteria

The award will be made to the best proposal. The criteria and the level of importance associated with each criterion are listed. The criteria for selecting the best proposal are the following:

1. Vendor's capability and resources available to support and provide the required service as exhibited by their references from other companies serviced within past two (2) years and other documentation related to vendor's capabilities. **(Critical)**
2. Vendor's experience and plan to provide the required services as evidenced by completion of the technical proposal and submission of resumes of the key personnel. **(Very important)**
3. Vendors financial standing as indicated by their most recent audits/financial statements and other financial documentation. **(Very important)**
4. Percentage markup over hourly rate as set by the Agency. **(Important)**

The score will be determined according to the degree of compliance made in the proposal in meeting each component of the responsibilities and requirements in

this RFP. Prospective contractors must, upon request of MDES, furnish satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these requirements. MDES may obtain information about the prospective contractor's ability to meet requirements through references not provided by the proposer, or any other means available. The MDES Executive Team reserves the right to make the final determination as to the prospective contractors' ability to meet requirements, including any information the Agency may have regarding services provided to MDES previously and the entity's responsiveness to issues and concerns.

D. Negotiation Rights

MDES reserves the right to negotiate with any or all proposers concerning modification to proposals. Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

E. Approval Process

A review board will evaluate and score each responsive proposer using the scoring criteria. The name of each responsive proposer that is recommended for funding will be forwarded to the MDES Executive Director for final authorization. The Personal Services Contract Review Board (PSCRB) must also approve this procurement.

F. Contracts

Funding awards will not be final until the MDES and the proposer have negotiated and executed a written contractual agreement and this agreement is approved by the Personal Services Contract Review Board. If a contract is awarded, the selected proposer will be required to comply with general provisions that will be part of the contract. These general provisions are included as Attachment B to this RFP. Any resulting contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

G. Incurring Costs

MDES assumes no liability for costs incurred in responding to this RFP or for costs incurred in anticipation of a contract.

H. Protests

If Proposer wishes to protest MDES' selection or fund allocation decision, Proposer must submit a written protest to MDES within 15 calendar days after MDES' notification of a decision. The protest will be conducted in accordance with MDES' procurement policy.

I. Representation Regarding Contingent Fees

Proposer represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Proposer's bid or proposal.

J. Representation Regarding Gratuities

Proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

K. Acknowledgment of Amendments

MDES reserves the right to issue amendments to these guidelines and RFP. If it becomes necessary to amend said guidelines and RFP, MDES will provide copies of the amendments to all persons that requested a copy of the RFP. Amendments to the RFP will be posted on the MDES website (www.mdes.ms.gov). Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the submission of their proposal, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Employment Security by the time and at the place specified for receipt of bids.

L. Certification of Independent Price Determination

The Proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices incorporated in proposal submittal.

M. Compliance with E-Verify

If applicable, Proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Proposer agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Proposer agrees to provide a copy of each such verification. Proposer further represents and warrants that any person assigned to perform services hereafter

meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Proposer to the following:

(a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;

(b) the loss of any license, permit, certification or other document granted to Proposer by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(c) both. In the event of such termination/cancellation, Proposer would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

N. Relationship of Parties

It is expressly understood and agreed that MDES enters into a contract with a proposer based on the purchase of a service and not based on an employer-employee relationship.

O. Applicable Laws

Proposer is responsible for complying with all applicable federal, state, and local laws and regulations.

P. Governing Law

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Jackson, Hinds County, Mississippi.

Q. Availability of Funds

It is expressly understood and agreed that the obligation of MDES to proceed under any agreement resulting from this RFP is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDES, MDES shall have the right upon ten (10) working days written notice to Contractor, to terminate the agreement without damage, penalty, cost or expenses to MDES of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

R. Stop Work Order

It is understood that the following will apply to any contract resulting from this RFP:

(1) **Order to Stop Work:** The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either: (a) cancel the stop work order; or, (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and, (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

T. Transparency

Any contract resulting from this RFP, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance

and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

XXII. SCHEDULE OF ACTIVITIES AND SUBMISSION

RFP Issue Date		Oct. 8, 2014
Questions to MDES by	5 P.M. CDST	Oct. 20, 2014
MDES Written Responses	5 P.M. CDST	Oct. 22, 2014
Proposal Opened	2 P.M. CDST	Oct. 29, 2014
Award Notification		Pending PSCRB approval
Contract Effective Date		Jan. 1, 2015

Unless submitted via the MAGIC system, the proposal submission must consist of one original and four (4) copies. The original must be signed by a person authorized to sign for the proposer's organization and each partner agency/entity. **All proposals must be received by the MDES no later than 2:00 p.m. CDST, Oct. 29, 2014.**

It is suggested that if a proposal is mailed to MDES, it should be posted in certified mail with a return receipt guaranteed. MDES will not be responsible for mail delays or lost mail.

Proposals should be mailed to and labeled as follows:

Proposal for Temporary Staffing Services RFP 14-01
Mississippi Department of Employment Security
Chief, Procurement & Other Services
1235 Echelon Parkway
Jackson, Mississippi 39213
SEALED PROPOSAL – DO NOT OPEN

Or delivered and labeled as follows:

Proposal for Temporary Staffing Services RFP 14-01
Mississippi Department of Employment Security
Chief, Procurement & Other Services
1235 Echelon Parkway
Jackson, Mississippi 39213
SEALED PROPOSAL – DO NOT OPEN

Unless submitted via the MAGIC system, proposals shall be submitted in sealed envelopes or packages addressed to the Department specified above. One (1) original and four (4) copies shall be submitted.

1. Written proposals shall be submitted in sealed envelopes or packages addressed to the Department specified above.
2. One (1) original and four (4) copies shall be submitted.
3. Receipt or acceptance of a proposal does not imply commitment or obligation on the part of the State of Mississippi to fund any proposal submitted.
4. Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time.
5. The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. **Proposals and modifications or corrections thereof received after the closing time specified will not be considered.** Any proposal received subsequent to the specified date and time will be returned to the prospective contractor unopened. The proposal must be signed by a company official with authorization to bind the contractor to its provisions. If submitted via MAGIC, electronic signatures are acceptable.
6. Proposals submitted any electronic means will not be accepted, unless it is submitted via the MAGIC system. Proposals submitted in writing must have the appropriate certification signatures as indicated.
7. All proposal material shall become the property of MDES.
8. Proposals will not be opened publicly. Proposals will be made available for inspection only after award of contract.
9. The proposal shall be valid for at least 60 days subsequent to the proposal opening.
10. It shall be incumbent upon all Proposers to understand the provisions of the scope of services and to obtain clarification prior to the date set for the receipt of proposals. Proposers are responsible for following up to see that any correspondence or communications are properly received.

XXIII. LIST OF ATTACHMENTS AND FORMS

The following are included as attachments to this request:

Attachment A – Proposal Package

Attachment B – General Contract Terms

Attachment A

Proposal Package

Temporary Staffing Services

Be sure to answer each question as requested below. All responses must follow the instructions provided. This Requirement is a precondition to scoring and funding any proposal.

Mississippi Department of Employment Security

MDES CONTRACT FOR TEMPORARY SERVICES			
Name/Organization:	Federal Tax ID Number:		
Contact Person:	Phone Number:		
Physical Address:			
Mailing Address (If different):			
E-Mail Address:	Fax Number:		
<p>Checklist: The following items comprise the Proposal:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Vendor Statement of Compliance <input type="checkbox"/> Letter of Introduction <input type="checkbox"/> Executive Summary <input type="checkbox"/> Business & Directory Information <input type="checkbox"/> References <input type="checkbox"/> Technical Approach </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Technical Experience <input type="checkbox"/> Personnel <input type="checkbox"/> Financial Information <input type="checkbox"/> Insurance <input type="checkbox"/> Cost </td> </tr> </table>		<input type="checkbox"/> Vendor Statement of Compliance <input type="checkbox"/> Letter of Introduction <input type="checkbox"/> Executive Summary <input type="checkbox"/> Business & Directory Information <input type="checkbox"/> References <input type="checkbox"/> Technical Approach	<input type="checkbox"/> Technical Experience <input type="checkbox"/> Personnel <input type="checkbox"/> Financial Information <input type="checkbox"/> Insurance <input type="checkbox"/> Cost
<input type="checkbox"/> Vendor Statement of Compliance <input type="checkbox"/> Letter of Introduction <input type="checkbox"/> Executive Summary <input type="checkbox"/> Business & Directory Information <input type="checkbox"/> References <input type="checkbox"/> Technical Approach	<input type="checkbox"/> Technical Experience <input type="checkbox"/> Personnel <input type="checkbox"/> Financial Information <input type="checkbox"/> Insurance <input type="checkbox"/> Cost		
Percentage markup over the hourly rate as set by MDES _____%			
<p>I hereby declare that the information provided in this proposal is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it, and to legally bind it in a matter related to this proposal.</p>			
Name:	Title:		
Signature:			
Date:			
For MDES Use Only			
Date Received:	Time Received:		
Received By: (Print Name)	Signature:		

Mississippi Department of Employment Security PROPOSAL PACKAGE

Temporary Staffing Services Statewide

VENDOR STATEMENT OF COMPLIANCE

Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor represents as a part of such vendor's proposal that such vendor has / has not (Circle One) retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this contract.

Debarment

The prospective contractor certifies as a part of such vendor's proposal that such vendor is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contract issued by any political subdivision or agency of the State.

By submission of this proposal, I have agreed to adhere to **all conditions and requirements**, as set forth in the Mississippi Department of Employment Security's Request for Proposal. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my proposal relative to this procurement action. I have submitted appropriate documentation and completed proposal form(s) as necessary to substantiate this evaluation. If inadequate, my proposal will not meet the proposal requirements and will be evaluated as "Not Meeting Specifications."

To concur, sign below:

OFFEROR: _____ Date: _____

TECHNICAL PROPOSAL: The following documents and responses will be included in the Technical Proposal **and tabbed as such in the order given below.**

1. LETTER OF INTRODUCTION: An individual authorized to legally bind the Vendor must submit and sign a Letter of Introduction. The person who signs the letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number, and telephone number. The letter should include a **very brief** overview of what your company has to offer and why you think your company should be selected as the Vendor to provide the services relative to this RFP.

2. EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary to include a more detailed overview of the services of its offering. This will include a general description about the company, including the nature of the business, years in operation, number of employees, types of services offered and any experience in similar situations. The Vendor should include statements that demonstrate the understandings of services required as noted in Section II of the RFP, Statement of Work, and Section VI, Responsibilities and duties.

3. BUSINESS AND DIRECTORY INFORMATION: Vendor must provide the following:

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone, and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile, and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. —should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for the two most recently completed Fiscal Years)
- (k) Number of Full-Time Employees (average from the two most recent Fiscal Years)
- (l) Type of and description of business
- (m) State of incorporation, state of formation, or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP
- (o) Identify the Vendor's accounting firm
- (p) Identify your State Vendor Number
- (q) Identify your MDES Employer Registration Number

- (r) Identify your Dunn & Bradstreet Number

4. REFERENCES: Vendor must provide references from established firms or government agencies, other than the procuring agency, that can attest to your experience and ability to perform the contract subject of his RFP. The list should include five (5) of its largest Mississippi clients over the past two (2) years. Client size will be a critical factor in determining if a company has the ability to perform in a situation similar to MDES. Client size is a measure of revenues paid by the client to the Vendor during the two (2) year period. The “Annual Sales Amount” should be shown for **EACH** of the past two (2) years. The Agency will use these references to evaluate the quality of the Vendor’s past experience and ability to perform. It may affect the proposer’s score in this area if MDES is unable to reach **ALL** references. The list should include the information noted below.

- (1) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2
- (2) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2
- (3) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2
- (4) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

- (5) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

5. TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED BY THE AGENCY). The Vendor must address the following issues.

- 5.1 How do you propose to administer and manage our contract including placement, payroll, etc.?
- 5.2 How do you propose to manage high-volume timekeeping?
- 5.3 How do you propose to administer performance reviews with temporary workers to track skill alignment and fulfillment of need by the Agency?
- 5.4 How do you propose to work with the Agency in ensuring ongoing performance reviews for the entire contract?
- 5.5 How do you propose to transition from the current contract that is in place to your contract? (Current vendor should address from the perspective of not having the current contract)
- 5.6 How do you propose to meet the Agency's demand? Do you believe you will be ready to handle volumes associated with the Agency with minimal transition time?

6. TECHNICAL EXPERIENCE: The Vendor must provide the following information regarding its experience:

- 6.1 Provide information regarding the Vendor's organization, staffing pattern, staff qualifications, and management support that will enhance the ability of the Vendor to provide services.
- 6.2 Number of years experience with providing types of services specified in Section II of the RFP, Statement of Work, and Section VI, Responsibilities and duties.
- 6.3 Include information supporting a history of the quality of the temporary employee services the Vendor has provided.
- 6.4 Describe initiatives/programs/benefits that will minimize turnover and absenteeism.
- 6.5 Provide information regarding testing and prescreening procedures for temporary service employees. Identify what testing and prescreening procedures are included in the cost proposal.

7. PERSONNEL: The Vendor must provide resumes for all key personnel, including the account manager, who will be involved in providing the services contemplated by this RFP.

Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

8. FINANCIAL CAPACITY INFORMATION: Vendor must submit either a comparative audit, which would include data from prior year and the year previous to that, audits for the past two (2) years if a comparative audit is not available, or end of year financial statements for the last two (2) years if an audit has not occurred. Vendor may also be required to provide additional financial information upon request.

9. INSURANCE: The Vendor must provide certificates from its insurer(s) certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Please refer to Section L, Audit Bonding and Insurance for minimum requirements.

10. COST: The Agency will identify the hourly rate to be paid to each Temporary Worker for each particular job assignment. Please identify your **Percentage markup** over the hourly rate as set by the Agency- % (Also note on coversheet).

Attachment B

General Contract Terms

ATTACHMENT B

Required Clauses for Service Contracts in the State of Mississippi Resulting from this RFP

1. **Applicable Law:** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state and local laws and regulations.
2. **Availability of Funds:** It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. **Compliance with Laws:** The Contractor understands that MDES is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. **E-Payment:** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the Agency within forty-five (45) days of receipt of invoice.
5. **E-Verification:** The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to the Contractor by an Agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

6. Insurance: The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$100,000 with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage to the *State of Mississippi* as an additional insured. The MDES reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

7. Paymode: Payments by state agencies using Mississippi Accountability System for Government Information and Collaboration (MAGIC) the shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

8. Procurement Regulations: This contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at <http://www.mspsb.ms.gov>.

9. Representation Regarding Contingent Fees: The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

10. Representation Regarding Gratuities: The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Rules and Regulations*.

11. Requirements contract: During the period of the contract, the contractor shall provide all the service described in the contract. The contractor understands and agrees that this is a requirements contract and that the [AGENCY NAME] shall have no obligation to the contractor

if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDES for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the MDES is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the MDES may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

12. Stop Work Order:

a. *Order to Stop Work:* The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.

b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

13. Termination for Convenience:

a. *Termination:* The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written

notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

b. *Contractor's Obligations:* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

14. Termination for Default:

a. *Default:* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. *Contractor's Duties:* Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.

c. *Compensation:* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

d. *Excuse for Nonperformance or Delayed Performance:* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract

requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if the Agency determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

e. Erroneous Termination for Default: If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. Additional Rights and Remedies: The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as § 25-61-1 et seq., Mississippi Code Annotated and exceptions found in § 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as § 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent Agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

16. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, screening fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Agency's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Agency. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Agency shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the Agency's concurrence, which the Agency shall not unreasonably withhold.

Required Federal Contract Clauses for Service Contracts Resulting from this RFP

As the contract will be funding will federal money, including some WIA money, the following federal contract clauses are required by OMB Circular A-102 and 29 CFR 97.36(i), MDES will include terms addressing the following, when applicable:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms;
2. Termination for cause and for convenience, including the manner in which termination will be effected and the basis of settlement;
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60);
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5);
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.);
7. Requirements and regulations pertaining to financial and participant reporting;
8. Requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed due to the contract;
9. Requirements and regulations pertaining to copyrights and rights in data;
10. Access by the Department of Labor, MDES, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor;
11. Retention of all required records for three years after the MDES makes final payments and all litigation, audit and monitoring concerns are fully resolved;
12. Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15);
13. Mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL. 94-163, 89 Stat. 871);
14. Equal treatment of and religious liberty for organizations and individuals, regardless of religious affiliation or lack thereof, in accordance with Executive Order 13270, 20 CFR Parts 667 and 670, 29CFR Parts 2 and 37, published July 12, 2004;
15. The basis for payment, contract deliverables and performance expectations;
16. Compliance with 29 CFR 37.20, nondiscrimination and equal opportunity provisions contained in:
 - a. Section 188 of the Workforce Investment Act of 1998, which prohibits discrimination against individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship/status as a lawfully admitted immigrant authorized to work in the United States or on the basis of participation in any WIA Title I-financially assisted program or activity;

- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
 - f. 29 CFR Part 37 and all other regulations implementing the laws listed above.
17. Compliance with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result federally assisted programs:
 18. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 19. Compliance with flood insurance purchase requirements in section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 20. Compliance with environmental standards which may be prescribed pursuant to the following: (a) Institution of Environmental Quality Control Measures under the National Environmental Policy Act of 1969 (PL. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (PL 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (PL 93-205);
 21. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;
 22. Compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*);
 23. Compliance with Public Law 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 24. Compliance with the Laboratory Animal Welfare Act of 1966 (PL 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
 25. Compliance with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

26. Compliance with the Resource Conservation and Recovery Act of 1976, as amended, which states that preference be given to recycled products in procurement activities by State and local governments receiving grants, loans, cooperative agreements, and other federal assistance when procuring goods made from recycled material when the amount of the procurement is equal to or more than \$10,000.